

**SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN**

**THE HOUSING AUTHORITY
OF THE CITY OF MILWAUKEE**

AND

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

(Expanded HACM/RACM Activities)

THIS AGREEMENT is dated as of this ____ day of May, 2023, by and between the Housing Authority of the City of Milwaukee (“HACM”) and the Redevelopment Authority of the City of Milwaukee (“RACM”).

WITNESSETH THAT:

WHEREAS, the parties previously entered into an Intergovernmental Cooperation Agreement dated as of July 26, 2006 and an Amended and Restated Intergovernmental Cooperation Agreement (Expanded HACM Activities) dated January 15, 2015 providing for the development of mixed use properties and market-rate homes by HACM; and

WHEREAS, the parties desire to enter into this Agreement in order to restate and expand the description of RACM’s activities hereunder in order to accommodate the transfer of certain real property owned by HACM to RACM in order to assure compliance with current United States Department of Housing and Urban Development (“HUD”) requirements referenced in HUD Notice PIH 2017-21 (HA) regarding certain voucher payments; and

WHEREAS, the foregoing HUD requirements contemplate that RACM “ ... would serve as the owner only for purposes of execution of the HAP (Housing Assistance Program) contract.”; and

WHEREAS, Wis. Stat. § 66.1333(5)(a)9 expressly authorizes RACM to “exercise any power of a housing authority under § 66.1201 if done in concert with a housing authority under a contract under § 66.0301”; and

WHEREAS, RACM is a public body corporate and politic created for the purpose of carrying out blight elimination and urban renewal programs and projects in the City of Milwaukee pursuant to Wis. Stat. § 66.1333; and

WHEREAS, HACM is a public body corporate and politic created for the purpose of providing safe and sanitary dwellings for persons of low income in the City of Milwaukee pursuant to Wis. Stat. § 66.1201 through Wis. Stat. § 66.1213; and

WHEREAS, the statutory blight elimination and urban redevelopment objectives of RACM, pursuant to Wis. Stat. § 66.1333(2), are intended to encourage “ ... well-planned, integrated, stable, safe and healthful neighborhoods, the provision of healthful homes, a decent living environment and adequate places for employment of the people of this state and its communities ... ”; and

WHEREAS, Wis. Stat. § 66.1201(9)(s), expressly authorizes HACM to “ ... further slum clearance, urban redevelopment and blight elimination ... ”; and

WHEREAS, slum clearance, urban redevelopment and blight elimination benefit all residents of the City including residents of HACM developments; and

WHEREAS, HACM’s Board of Commissioners has determined that among the services and facilities which it provides or causes to be provided for the benefit of its residents there should be commercial, mixed-use and market rate housing developments constructed, acquired, leased, financed or developed in order to provide economic stimulus, housing services, employment and revenue to residents of HACM developments as well as residents of the surrounding community; and

WHEREAS, HUD has encouraged housing authorities to revitalize communities using a mixed income approach that reduces the concentration of poverty and reduces reliance on federal subsidy; and

WHEREAS, HUD has also encouraged housing authorities to form new and innovative public and private partnerships to ensure long-term sustainability of public housing developments and the leveraging of public and private resources to transform communities; and

WHEREAS, in furtherance of its statutory housing and urban redevelopment objectives and in response to HUD's encouragement to form new and innovative public and private partnerships, HACM has created HACM CDE Ventures, Inc. and Travaux, Inc. and intends to create additional similar entities in the future in order to engage in cooperative efforts and partnerships with such entities as well as additional public/private partnerships with other private entities such as Friends of Housing, Inc. and other purely private entities; and

WHEREAS, on March 2, 2015 HACM issued its \$13,635,000 Housing Authority of the City of Milwaukee Multifamily Housing Revenue Bonds, Series 2015A and \$5,410,000 Housing Authority of the City of Milwaukee Multifamily Housing Revenue Bonds 2015B (Taxable) (collectively the "2015 Bonds") for the purpose of refunding its Multifamily Housing Revenue Bonds (Veteran's Housing Projects), Series 2002, funding certain costs of renovation and improvements to certain developments and providing additional bond proceeds to fund the implementation of new programs and initiatives, which may include the origination of grants or loans in order to finance certain costs of construction for market-rate housing in the City of Milwaukee pursuant to public/private partnerships such as those referenced above; and

WHEREAS, this Agreement gives RACM the power to take and hold title to the Berryland, Northlawn and Southlawn (Vet's) developments and to hold title to those developments for so long as the 2015 Bonds remain outstanding or an event of default occurs related to the 2015 Bonds, in order to satisfy HUD's requirements; and

WHEREAS, the Wisconsin Statutes provide that among the powers bestowed on housing authorities and redevelopment authorities is the authority for each to exercise any powers available to the other if done in concert and under a contract pursuant to Wis. Stat. § 66.0301; and

WHEREAS, this Second Amended and Restated Intergovernmental Cooperation Agreement is a contract under Wis. Stat. § 66.0301.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

A. HACM is expressly authorized hereby to construct, acquire, lease, finance or develop commercial, retail and other enterprises in order to provide economic stimulus, expanded housing opportunities, services, employment and revenue intended to benefit residents of HACM developments as well as residents of the surrounding community.

B. HACM is expressly authorized hereby to construct, acquire, lease, finance or develop subsidized, affordable and market-rate housing as part of an overall redevelopment and revitalization strategy designed to deconcentrate poverty and promote mixed income communities or to provide economic stimulus, expanded housing opportunities, services, employment and revenue intended to benefit residents of HACM developments as well as residents of the community at large.

C. RACM expressly consents hereby to permit HACM to exercise RACM's statutory powers, as set forth specifically in Wis. Stat. § 66.1333(5), and in Wis. Stat. § 66.1333 generally with respect to any activity described in the foregoing two sections. Such consent is intended only to confer statutory authority and is expressly not intended to reflect RACM's approval or disapproval of any HACM project, program or initiative.

D. RACM agrees to conduct blight determination hearings at the request of HACM's Board of Commissioners. HACM's Board of Commissioners shall also have the power to conduct such blight determination hearings independently, on its own behalf.

E. RACM is expressly authorized hereby to take and hold title to the Berryland, Northlawn and Southlawn (Vet's) developments for as long as the 2015 Bonds remain outstanding or an event of default occurs related to the 2015 Bonds (or for such other period as may be agreed upon by the parties) and to perform such actions on behalf of HACM with respect to those developments as may be necessary or desirable to comply with HUD requirements; including, without limitation, the execution of HAP contracts.

F. The term of this Agreement shall commence upon the date first set forth above for a term of five (5) years and shall be automatically renewed for successive five (5) year terms unless either party provides ninety (90) days written notice of non-renewal to the other party. This Agreement can also be terminated by either party at any time upon one hundred twenty (120) days written notice to the other party. This Agreement can be amended only by written agreement, signed by each of the parties.

G. Any termination or non-renewal of this Agreement shall have only prospective effect on HACM and RACM projects, programs and initiatives and shall in no way have any retroactive effect on any project, program or initiative previously approved.

H. Any proposed non-residential or mixed-use redevelopment project covered by HACM's Annual Contributions Contract with HUD will be subject to HUD approval.

I. Any notices or reports required or permitted under this Agreement will be sufficient if given by personal delivery or U.S. mail to:

Redevelopment Authority
of the City of Milwaukee
809 North Broadway, 2nd Floor
Milwaukee, WI 53202

Attn: David P. Misky
Assistant Executive
Director/Secretary

Housing Authority
of the City of Milwaukee
809 North Broadway, 3rd Floor
Milwaukee, WI 53202

Attn: Willie Hines, Jr.
Secretary/Executive Director

IN WITNESS WHEREOF, this Amended and Restated Agreement has been signed by the officers whose names appear below with the authority of their respective boards as of the date and year first shown above.

**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE**

Frances Hardrick
Board Chairperson

David P. Misky
Assistant Executive Director/Secretary

**HOUSING AUTHORITY
OF THE CITY OF MILWAUKEE**

Mark A. Wagner
Board Chairperson

Willie Hines, Jr.
Secretary / Executive Director

Approved as to form and execution this
____ day of _____, 2023.

Assistant City Attorney